

**FIRST AMENDMENT TO LICENSE AGREEMENT FOR THE USE OF VILLAGE
RIGHTS-OF-WAY BETWEEN WIDE OPEN WEST ILLINOIS, LLC AND
THE VILLAGE OF WESTMONT**

THIS FIRST AMENDMENT ("Amendment") to the License Agreement for Use of Village Rights-of-Way is made and entered into this ____ day of April, 2016, by and between the Village of Westmont, an Illinois municipal corporation ("Licensor") and Wide Open West Illinois, LLC, a Delaware limited liability company ("Licensee"). Licensor and Licensee are individually referred to from time to time herein as a "Party," and collectively referred to herein from time to time as the "Parties."

WHEREAS, Licensor and Licensee are currently parties to a License Agreement for the Use of Village Rights-of-Way dated June ___, 2014 ("License Agreement"); and

WHEREAS, the License Agreement granted permission for Licensee to construct, use, operate, own and maintain a fiber optic and coaxial cable line within Licensor's public rights-of-way located along 63rd Street; and

WHEREAS, the License Agreement contained a ten (10) year term and required the payment of a license fee by Licensee to Licensor for the right to use Licensor's rights-of-way; and

WHEREAS, Licensee desire to install a new fiber optic and coaxial cable line within different Licensor rights-of-way as part of a new system, and the Parties mutually desire to enter into this Amendment to govern and control this proposed use of Licensor's rights-of-way; and

WHEREAS, the Parties agree that this Amendment is mutually beneficial and will serve their respective individual interest.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which is acknowledged, the Parties agree as follows:

1. Recitals. The above-stated Recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein.
2. Grant of Authority. In addition to the Grant of Authority contained in Section 2 of the License Agreement, Licensor hereby grants a non-exclusive additional license ("Additional License") to Licensee to allow Licensee to construct, use, operate, own and maintain a fiber optic and coaxial cable line (the "System") within Licensor's public rights-of-way identified herein, subject to Licensee's compliance with all local, State and Federal laws, as well as this Amendment and the License Agreement.
3. Location and Description of Licensee's System. Licensee's System, for which an Additional License herein is granted, consists of the following:

A single fiber optic aerial cable which will be installed on existing Commonwealth Edison utility poles within the Village's right-of-way pursuant to an agreement between Licensee and Commonwealth Edison. This aerial cable shall run a distance of one-hundred fifty feet (150'). A second underground fiber optic cable will be installed underground in the Village right-of-way. This underground cable shall run a distance of nine hundred fifty feet (950'). Both fiber optic cables described above shall be located in the public right-of-way along Western Avenue, between 61st Street and 63rd Street, as depicted and described in License's Plans attached hereto as Exhibit "A" and incorporated herein. Licensee is serving as a construction contractor for Verizon Wireless and the purpose of the connection is to allow for Verizon's cellular system to communicate between two cellular towers.

4. Term; Termination. The Additional License granted by Licensor to Licensee pursuant to this Amendment shall be for a ten (10) year term ("Term") from the Effective Date of this Amendment. The Effective Date of this Amendment (and the commencement of the Term) shall be the date upon which Licensor issues permits to Licensee for Licensee's System. The provisions of the License Agreement regarding termination and obligations upon termination shall apply to this Amendment. This Amendment does not extend the term of the original License Agreement.

5. Compensation. From and after the Effective Date of this Amendment and throughout the Term, Licensee shall pay to Licensor the following License Fee, on an annual basis, as consideration for the use of Licensor's rights-of-way for Licensee's System:

Ten percent (10%) of the estimated costs of construction of Licensee's System within Licensor's right-of-way. The estimated costs of construction are \$24,605.00, and the annual License Fee shall be \$2,560.50. The License Fee for the first year shall be payable as a condition of the issuance of permits by Licensor to Licensee for Licensee's System, and shall thereafter be paid on an annual basis on or before the anniversary date of this Effective Date.

6. Other Terms and Conditions. All other terms and conditions of the License Agreement not specifically amended by this Amendment shall apply to this Amendment and are incorporated herein by this reference. In the event of a conflict between the terms of this Amendment and the terms of the License Agreement, the terms of this Amendment shall control.

7. Entire Agreement. This Amendment, taken in conjunction with the License Agreement, represents the entire agreement of the Parties, and each Party represents that there are no other oral understandings or other agreements other than this Agreement. However, in addition to this Amendment and the License Agreement, it is understood that Licensee is required to comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.

IN WITNESS WHEREOF, the Parties have signed this Agreement below on the day and year first written above.

LICENSOR:

VILLAGE OF WESTMONT

By: _____
Title: Village President

LICENSEE:

WIDE OPEN WEST ILLINOIS, LLC

By: _____
Title: _____

EXHIBIT “A”

PLANS AND SPECIFICATIONS OF LICENSEE’S SYSTEM